

In re: Lehman Brothers Holdings Inc., : Chapter 11  
Debtor. : Case No. 08-13555 Amount \$145,141.33  
XJointly Administered Under Case No 08-13555

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE**  
**Bankruptcy Rule 3000(e)**

PLEASE TAKE NOTICE that the Class 5, Senior Third-Party Guarantee Claims claim of **BOL-RAAP, G.** ("Transferor") against the Debtor(s) indicated in the caption above in the amount of **\$145,141.33**, and all claims (including without limitation the Proof of Claim, if any, identified below and Transferor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim) of Transferor have been transferred and assigned other than for security to Fair Harbor Capital, LLC ("Transferee") in consideration of the sum of **\$8,708.48**. The signature of the Transferee on this TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE is evidence of the Transfer of the claims and all rights and benefits of Transferor relating to the Claim. The Claim is based on amounts owed to Transferor by Debtor and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Fair Harbor Capital, LLC is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferor of the above-described claims, hereby assign and transfer my claims and all rights there under to the Transferee upon terms as set forth in cover letter received. I represent and warrant that the claim is not less than \$145,141.33 and has not been previously objected to, sold, or satisfied. I further represent and warrant that cash distributions aggregating approximately 9.12% of the allowed Claim have been **received by the Transferor and these distribution amounts are excluded from this Transfer of Claim Other Than for Security and Waiver of Notice, and that this Transfer Of Claim Other Than for Security and Waiver of Notice is only for future distributions, if any.** Upon notification by Transferee, I agree to reimburse Transferee a pro-rata portion of the purchase price if the Claim is reduced, objected to, or disallowed in whole or part by the Debtor, the Court, or any other party and Transferor represents and warrants that there are no offsets or defenses or preferential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value. If Transferor fails to negotiate the distribution check on or before ninety (90) days after issuance of such check, then Transferee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Transferee's bank account, and Transferor shall be automatically deemed to have waived its Claim. A Proof of Claim has been filed in the amount of \$145,141.33 been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Transferor is hereby deemed to sell to Transferee, and, at Transferee's option only, Transferee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein. Transferee shall remit such payment to Transferor upon Transferee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Transferor acknowledges that, except as set forth in this herein, neither Transferee nor any agent or representative of Transferee has made any representation whatsoever to Transferor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Transferor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Transferee and based on such information as Transferor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Transfer of Claim.

I, the undersigned Transferor hereby authorize Transferee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Transferee performs its due diligence on the Claim. Transferee, at its sole option, may subsequently transfer the Claim back to Transferor if due diligence is not satisfactory, in Transferee's sole and absolute discretion pursuant to Rule 3001 (e) of the FRBP. In the event Transferee transfers the Claim back to Transferor or withdraws the transfer, at such time both Transferor and Transferee release each other of all and any obligation or liability regarding this Assignment of Claim. Transferor hereby acknowledges and consents to all of the terms set forth in this Transfer of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP. Transferor hereby acknowledges that Transferee may at any time reassign the Claim, together with all right, title and interest of Transferee in and to this Transfer of Claim. All representation and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

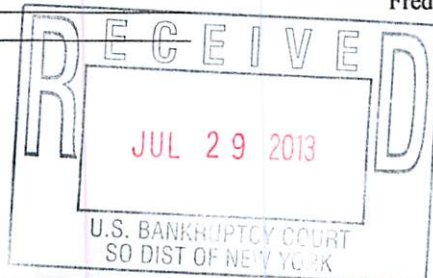
Other than stated above, Transferee assumes all risks associated with debtor's ability to distribute funds. Transferor agrees to deliver to Fair Harbor Capital, LLC any correspondence or payments received subsequent to the date Transferee signs this agreement. The clerk of the court is authorized to change the address regarding the claim of the Transferor to that of the Transferee listed below. This Transfer of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Transferor consents to and confers personal jurisdiction over Transferor by such court or courts and agrees that service of process may be upon Transferor by mailing a copy of said process to Transferor at the address set forth in this Assignment of Claim, and in any action hereunder Transferor waives the right to demand a trial by jury.

**Transferor:**  
BOL-RAAP, G.  
KAM. ONNESSTRAAT 12, VLAARDINGEN, 3132 RS  
NETHERLANDS,

Print Name: Kam. Onnesstraat 12 Title: G  
Signature: G. Bol-Raap Date: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Updated Address (if changed): Kam. Onnesstraat 12  
3132 RS Vlaardingen

**Transferee:**  
Fair Harbor Capital, LLC  
1841 Broadway, 10th Fl, NY, NY 10023

Signature: \_\_\_\_\_  
Fred Glass, Member Fair Harbor Capital, LLC





Case No. 08-13555 Amount \$145,141.33 Chapter 11  
 Jointly Administered Under Case No 08-13555  
 Debtor: Lehman Brothers Holdings Inc.

## TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE

Bankruptcy Rule 3000(c)

PLEASE TAKE NOTICE that the Class 5 Senior Third-Party Guarantee Claims claim of BOI-KAAP, L.P. ("Transferor") against the Debtor, indicated in the caption above in the amount of \$145,141.33, and all claims (including without limitation the Proof of Claim, if any, identified below and Transferor's rights to receive all interest payments due payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim) of Transferor have been transferred and assigned other than for security to Fair Harbor Capital, L.P.C. ("Transferee") in consideration of the sum of \$2,708,482. The signature of the Transferee on this TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE is evidence of the Transfer of the Claim and all rights and benefits of Transferor relating to the Claim. The Claim is based on amounts owed to Transferor by Debtor and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Fair Harbor Capital, L.P.C. is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferee of the above-described claims, hereby design and transfer my claims and all rights there under to the Transferee upon terms set forth in cover letter received. I represent and warrant that the claim is not less than \$145,141.33 and has not been previously objected to, sold or satisfied. I further represent and warrant that cash distributions aggregating approximately 9.12% of the allowed Claim have been paid by the Transferee and these distribution amounts are excluded from this Transfer of Claim Other Than for Security and Waiver of Notice. Notice that this Transfer of Claim Other Than for Security and Waiver of Notice is only for future distributions. If any, upon notification by Transferee, I agree to reimburse Transferee a pro-rata portion of the purchase price if the Claim is reduced, objected to, or disallowed in whole or part by the Debtor, the Court, or any other party and Transferee represents and warrants that there are no offsets or defenses or potential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value. If Transferee fails to negotiate the distribution check on or before ninety (90) days after issuance of such check, then Transferee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Transferee's bank account, and Transferee shall be automatically deemed to have waived its Claim. A Proof of Claim has been filed in the amount of \$145,141.33 been duly and timely filed in the Proceedings and a true copy of such Proof of Claim is attached to this Assignment. If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of the Proof of Claim subject to the terms of this Assignment and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Transferee is hereby deemed to sell to Transferee and, at Transferee's option only, Transferee hereby agrees to purchase the balance of said Claim in the same percentage of claim paid herein. Transferee shall remit such payment to Transferee upon Transferee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Transferee acknowledges that except as set forth in this notice, neither Transferee nor any agent or representative of Transferee has, and may represent or intend to represent to Transferee regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Transferee represents that it has obtained information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Transferee and based on such information as Transferee has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Transfer of Claim.

I, the undersigned Transferee hereby authorize Transferee to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptcy Procedure ("FRBP") with respect to the Claim, while Transferee performs its due diligence on the Claim. Transferee, in its sole option, may subsequently withdraw the Claim back to Transferee if due diligence is not satisfactory. In Transferee's sole and absolute discretion pursuant to Rule 3001 (c) of the FRBP, in the event Transferee transfers the Claim back to Transferee or withdraws the transfer at such time both Transferee and Transferee release each other of and from any obligation or liability regarding this Assignment of Claim. Transferee hereby acknowledges and consents to all of the terms set forth in this transfer of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive a notice pursuant to Rule 3001 (c) of the FRBP. Transferee hereby acknowledges that Transferee may at any time reassign the Claim together with all rights and interest in Transferee in and to this transfer of Claim. All representation and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

I, the undersigned Transferee, assume all risks associated with Debtor's ability to distribute funds. Transferee agrees to deliver to Fair Harbor Capital, L.P.C. any correspondence or payments received subsequent to the date Transferee signs this agreement. The clerk of the court is authorized to change the address of the Transferee to that of the Transferee and is authorized to change the address of the Transferee to that of the Transferee. Transferee shall be governed by and confined to accordance with the laws of the State of New York, and Transferee consents to and confers jurisdiction over Transferee by such courts and agrees that service of process may be upon Transferee by mailing a copy of said process to Transferee at the address set forth in this Assignment of Claim, and in any action hereunder Transferee waives the right to demand a trial by jury.

Transferee:  
 Fair Harbor Capital, L.P.C.  
 1841 Broadway, 10th Fl., NY, NY 10013  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Transferee:  
 BOI-KAAP, L.P.  
 KAM ONKSTER, 12 ALVAARINGEN, 3322 RS  
 THE HAGUE, THE NETHERLANDS  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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